

**TRANSFER
TAX
PAID**

Doc # 2005002033
Book 8284 Page 0093

47-157

DEED OF SALE
by
PERSONAL REPRESENTATIVE

I, **J. MICHAEL TALBOT**, of Skowhegan, County of Somerset, and State of Maine (mailing address: P. O. Box 467, Skowhegan, Maine 04976), duly appointed and acting personal representative of the **ESTATE OF SHIRLEY M. BROWN**, deceased (testate), as shown by the probate records of the County of Kennebec, Maine, grant to **KIM MARIE ESTES**, of Waterville, County of Kennebec, and State of Maine, the real property in Waterville, Kennebec County, Maine, described as follows:

A certain lot or parcel of land situated in Waterville, County of Kennebec, State of Maine, being Lot Number 4 on a Plan of Gilman Heights, and drawn by Francis V. Armstrong, C. E., said Plan dated December 4, 1939, and recorded in Plan Book #12, Page 77, in the Kennebec Registry of Deeds, and as revised in April, 1948, and recorded in Plan Book 16, Page 2A, to which reference is made for a more particular description.

Subject, however, to the following restrictions numbered from 1 to 13, inclusive, which will be binding upon the said grantee and all persons claiming or holding under or through said grantee.

Section 1. No lot of land shall be sold, the dimensions of which are less than seventy-five (75) feet by one hundred (100) feet.

Section 2. That said land shall be used only for residential purposes and not more than one (1) residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, excepting that owners of three (3) or more contiguous lots located on the south side of Highland Avenue may sub-divide said lots, provided that said subdivision shall not decrease the dimensions of any sub-division into lots of less than seventy-five (75) feet by one hundred (100) feet, and provided that insofar as any such lots created by such subdivision are concerned, the foregoing Covenants of Restrictions shall be construed as applying to a single lot; nor shall any buildings at any time situated on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.

Section 3. The main entrance of any residence built on any lot, any boundary of which abuts Gilman Street, shall face Gilman Street; the main entrance of any residence built on any lot, any boundary of which abuts the First Rangeway, shall face the First Rangeway. The main entrance of any residence built on lots abutting only upon avenues, shall face the nearest avenue boundary line.

Section 4. That any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts Gilman Street or the First Rangeway, shall not

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③ J. B. & Murphy

47-157

be erected nearer than thirty-five (35) feet from the Gilman Street line or the First Rangeway Street line; and any other wall of any such residence or other outbuildings, including garages, erected on any lot abutting Gilman Street or the First Rangeway shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby standing a uniform building line thirty-five (35) feet along the Gilman Street line and along the First Rangeway Street line.

Section 5. That any wall of any residence or other outbuildings, including garages, erected on any lot which abuts only upon avenues, shall not be erected nearer than twenty-five (25) feet from any avenue street line, and any other wall of any such residence or other outbuildings, including garages, erected on said lots, shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line twenty-five (25) feet along all avenue street lines.

Section 6. Each residence or other outbuildings, including garages, erected on any lot, must provide a space at least fifteen (15) feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots, excepting that this Restriction shall not apply to the south boundary of lots located on the south side of Highland Avenue.

Section 7. The cost of each main building on these lots shall be at least ninety-five hundred (\$9,500.00) dollars exclusive of all the buildings, landscaping, and any other improvements of the land not directly affixed to the main building.

Section 8. The no placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.

Section 9. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residence on adjoining lots.

Section 10. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot or in any building thereon.

Section 11. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be constructed as applying to a single lot.

Section 12. That grantor herein does not hold itself responsible for the enforcement of the foregoing restrictions.

Section 13. It is understood that this property shall operate under the so-called (New Neighborhood Act) as adopted by the National Association of Real Estate Operators.

Being the same premises conveyed by Warranty Deed from Barbara O. Preble to Shirley Brown Chupas, a/k/a Shirley M. Brown, dated October 1, 1952, and recorded in the Kennebec County Registry of Deeds in Book 931, Page 273. Reference is also made to Quit-Claim Deed from Vincent R. Chupas to Shirley M. Brown dated March 30, 1961, and recorded in the Kennebec County Registry of Deeds in Book 1220, Page 361. Shirley M. Brown died

47-157

on November 21, 2004, and her estate is probated in the Kennebec County Registry of Probate, Docket No. 2004-707.

IN WITNESS WHEREOF, I, **J. MICHAEL TALBOT**, Personal Representative of the
ESTATE OF SHIRLEY M. BROWN, hereunto set my hand and seal in my said capacity this
19th day of January, A.D. 2005.

Signed and Delivered
in the presence of:

Sharon L. Bates
Witness

J. Michael Talbot
J. Michael Talbot
Personal Representative

STATE OF MAINE
Somerset, ss.

January 19, 2005

Personally appeared the above named J. Michael Talbot and acknowledged the
foregoing instrument to be his free act and deed in said capacity.

Before me,

Sharon L. Bates
Sharon L. Bates, Notary Public

Received Kennebec SS.
01/25/2005 8:22AM
Pages 3 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS